

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

FILED  
IN CLERKS OFFICE  
2004 JAN 22 P 2:00  
U.S. DISTRICT COURT  
DISTRICT OF MASS.

\_\_\_\_\_  
PAULA SMOOT,  
Plaintiff,

v.

Civil Action No. 04-10105-GAO

MARRIOTT INTERNATIONAL, INC.  
d/b/a MARRIOTT HOTELS, RESORTS  
and SUITES,  
Defendant.  
\_\_\_\_\_ /

**ANSWER TO COMPLAINT**

The defendant, Marriott International, Inc. d/b/a/ Marriott Hotels, Resorts and Suites hereby answers the numbered paragraphs of the plaintiff's complaint as follows:

1. The defendant admits that the plaintiff is a natural person, but is without knowledge sufficient to form a belief as to the truth of the remaining allegations in paragraph 1 of the complaint.
2. The defendant, Marriott International, Inc., admits that it is a corporation with a place of business located in Boston, Massachusetts where it operates the Boston Marriott Long Wharf Hotel, but otherwise denies the allegations in paragraph 2 of the complaint.
3. The defendant admits that plaintiff was employed from June 30, 1992 until December 12, 2002 and that her most recent position was executive administrative assistant in the engineering department at the Boston Marriott

Long Wharf Hotel, but otherwise denies the allegations in paragraph 3 of the complaint.

4. The defendant denies the allegations in paragraph 4 of the complaint.

5. The defendant admits that the plaintiff was discharged from employment on or about December 12, 2002, but otherwise denies the allegations in paragraph 5 of the complaint.

6. The defendant denies the allegations in paragraph 6 of the complaint.

7. The defendant denies the allegations in paragraph 7 of the complaint.

8. The defendant is without knowledge sufficient to form a belief as to the truth of the allegations in paragraph 8 of the complaint.

9. The defendant denies the allegations in paragraph 9 of the complaint.

10. The defendant denies the allegations in paragraph 10 of the complaint.

11. The defendant denies the allegations in paragraph 11 of the complaint.

12. The defendant denies the allegations in paragraph 12 of the complaint.

#### FIRST AFFIRMATIVE DEFENSE

Plaintiff fails to state a claim upon which relief can be granted.

#### SECOND AFFIRMATIVE DEFENSE

Plaintiff was employed at-will and therefore was terminable at-will.

#### THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims fail as a matter of law because defendant's actions were motivated by legitimate, business reasons.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the applicable statute of limitations.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate her damages, if any.

SIXTH AFFIRMATIVE DEFENSE

Defendant asserts the defense of waiver.

SEVENTH AFFIRMATIVE DEFENSE

Defendant asserts the defense of estoppel.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's own acts and deeds bar her claims against defendant.

WHEREFORE, the defendant requests that the plaintiff's complaint be dismissed and that the Court award defendant its costs and attorney's fees.

Respectfully submitted,

MARRIOTT INTERNATIONAL, INC.

By its attorney,



Kevin B. Callanan, BBO #070620  
Law Office of Kevin B. Callanan  
17 Accord Park Drive – Suite 101  
Norwell, MA 02061 / 781-878-1604

Certificate of Service

I certify that a true copy of the foregoing document was served on counsel for the plaintiff, Paul A. Manoff, 47 Winter Street, 4<sup>th</sup> Floor, Boston, MA 02108 by mail on January 20, 2004.



Kevin B. Callanan